

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CHRISTOPHER PINADELLA	:	
	:	
Plaintiff	:	Civil Action No. 22-cv-02947
	:	
v.	:	
	:	
AMPLITY HEALTH/AMPLITY, LLC	:	
and	:	
SCYNEXIS, INC.	:	
Defendants	:	

**DEFENDANT AMPLITY, INC.’S ANSWER AND AFFIRMATIVE
DEFENSES TO CROSSCLAIMS OF DEFENDANT SCYNEXIS, INC.**

Defendant Amplity, Inc. (misidentified in the Complaint as Amplity Health/Amplity, LLC) (“**Amplity**”) or (“**Defendant**”), by its counsel Semanoff Ormsby Greenberg & Torchia, LLC, hereby sets forth its Answer and Affirmative Defenses to Defendant Scynexis, Inc.’s (“**Scynexis**”) Crossclaims.

CROSSCLAIM FOR CONTRIBUTION

1. Denied. This paragraph is a conclusion of law to which no response is required.
2. Denied. This paragraph is a conclusion of law to which no response is required.

WHEREFORE, Defendant Amplity, Inc. demands judgment in its favor and against Defendant Scynexis, Inc., as well as costs of suit, attorneys’ fees to the extent allowed by law and other such relief this Honorable Court deems just and fair.

CROSSCLAIM FOR INDEMNIFICATION

1. Denied. This paragraph is a conclusion of law to which no response is required.

WHEREFORE, Defendant Amplity Inc. demands judgment in its favor and against Defendant Scynexis, Inc., as well as costs of suit, attorneys’ fees to the extent allowed by law and other such relief this Honorable Court deems just and fair.

AFFIRMATIVE DEFENSES

1. Scynexis' Crossclaims fail to state a cause of action upon which relief can be granted because Amplity is not liable to Plaintiff in any amount.
2. Scynexis' Crossclaims are barred, in whole or in part, due to its own conduct and actions with respect to Plaintiff.
3. Scynexis' Crossclaims are barred, in whole or in part, because it is not entitled to indemnification or contribution from Amplity.
4. Scynexis' Crossclaims are barred, in whole or in part, due to the limitations on indemnification set forth in the agreements between Scynexis and Amplity.
5. Scynexis' Crossclaims are barred, in whole or in part, because it did not comply with the indemnification provisions between Scynexis and Amplity including but not limited to making a timely claim for indemnification.
6. Scynexis' Crossclaims are barred, in whole or in part, to the extent it will be reimbursed for its losses, if any, from a third-party which includes but is not limited to its insurer or Plaintiff.
7. Scynexis' Crossclaims are barred, in whole or in part, because it failed to mitigate its damages.

RESERVATION OF DEFENSES

8. Amplity reserves the right to assert any and all other defenses, both factual and legal, as may be justified by information subsequently obtained in this action.

SEMANOFF ORMSBY
GREENBERG & TORCHIA, LLC

By: 

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AMPLITY HEALTH/AMPLITY, LLC	:	
and	:	
SCYNEXIS, INC.	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below service of a true and correct copy of Defendant Amplity Inc.'s Answer and Affirmative Defenses to Crossclaims of Defendant Scynexis, Inc., was made via email upon the following:

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DATED: 08/29/22



MICHAEL J. TORCHIA, ESQUIRE